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18 DICK/MORGANTI, DICK CORPORATION,
19 and THE MORGANTI GROUP

20 UNITED STATES DISTRICT COURT

21 NORTHERN DISTRICT OF CALIFORNIA—SAN FRANCISCO DIVISION

22 UNITED STATES OF AMERICA for the Use and
23 Benefit of WEBCOR CONSTRUCTION, INC. dba
24 WEBCOR BUILDERS, and WEBCOR
25 CONSTRUCTION, INC. dba WEBCOR
26 BUILDERS,

27 Plaintiffs,

28 vs.

29 DICK/MORGANTI, a joint venture, DICK
30 CORPORATION, THE MORGANTI GROUP,
31 AMERICAN CASUALTY COMPANY OF
32 READING, PA, NATIONAL UNION FIRE
33 INSURANCE COMPANY OF PITTSBURGH, PA,
34 and DOES 1 through 10, inclusive,

35 Defendants.

36 AND RELATED COUNTER-CLAIMS AND
37 THIRD PARTY CLAIMS.

Case No.: 3:07-CV-02564-CRB

**STIPULATION FOR CONTINUED
STAY OF PROCEEDINGS;
~~PROPOSED~~ ORDER**

Before: Hon. Charles R. Breyer

1 Performance Contracting, Inc. ("PCI") and Dick/Morganti, a Joint Venture ("D/M"),
2 hereby stipulate to a stay of all proceedings in this action (including the related actions), except for
3 any proceedings necessary to enforce the Settlement and Distribution Agreement between PCI and
4 D/M dated January 18, 2010. The stay of all proceedings will remain in effect until all of D/M's
5 claims against the GSA are fully and finally settled or decided. As part of the stay, PCI will also
6 stipulate to stay its pending motion to have the Court determine which portions of PCI's claims
7 are pass through and which are not pass through. PCI agrees that it will not take any further action
8 to attempt to lift the stay in place in this action (including the related actions), at least until all of
9 D/M's claims against the GSA are fully and finally settled or decided, provided however, that as
10 of June 1, 2011, PCI may attempt to lift the stay on the ground that D/M has not prosecuted the
11 claims against GSA in good faith or with reasonable diligence.

12 Dated: January 29, 2010

OTIS CANLI & IRIKI, LLP

14 By: 

15 Steven L. Iriki
16 Attorneys for Third Party Defendant
Performance Contracting, Inc.

17 Dated: January 29, 2010

HOWREY LLP

19 By: 

20 John W. Ralls
21 Attorneys for Defendants, Counter-Claimants
22 and Third Party Complainants
DICK/MORGANTI, DICK CORPORATION,
and THE MORGANTI GROUP

23 **ORDER**

24 PURSUANT TO STIPULATION, IT IS SO ORDERED

25 Dated: February 2, 2010

26 Hon.
27 United
28 Northern

